

TOWN OF UNDERHILL VERMONT FACILITY USE POLICY

The Town of Underhill has a number of facilities that are available for use by residents and members of the public. It is the intent of the Town to have the facilities used as frequently as possible, but it is the obligation of the Town to ensure that its facilities are maintained in good condition and their use and maintenance do not impose an undue financial cost on the Town's residents. This policy is intended to help ensure that the Town's facilities will be well maintained, enjoyable, accommodating and will provide a safe environment and that the Town will be fair and consistent with all parties wishing to use its facilities.

1. **FACILITIES TO WHICH THIS POLICY APPLIES.** This policy shall apply to the following municipal facilities in the Town of Underhill:
 - a. Underhill Town Hall
 - b. District 12 Schoolhouse
 - c. Underhill Town Garage
2. **PRIORITY OF USE.** The Town of Underhill will make these facilities available on a first come, first serve basis for individuals, groups and organizations to rent during times when the facilities are not being utilized for Town of Underhill programs or by Town staff, board, commissions and committees, or Town of Underhill sponsored events.
3. **SPECIFIC REQUIREMENTS AND PROHIBITIONS:**
 - a. **Emergency Access:** Emergency exits shall not be blocked and fire doors shall not be propped open;
 - b. **Balcony Area:** The balcony area in the Town Hall shall not be accessed;
 - c. **Elevator:** The Town Hall elevator shall not be misused;
 - d. **Plumbing/Septic System:** Disposal of any substance that would result in damage to the plumbing or septic system is prohibited;
 - e. **Damage to Facility:** Renters shall not repair or attempt to repair any damage to the facility;
 - f. **Smoking:** Smoking in any facility is prohibited;
 - g. **Removal of Garbage:** Garbage or refuse shall be removed from the facility by the Renter at the end of the Rental term;
 - h. **Permitted Occupancy:** The permitted occupancy level of each facility shall not be exceeded;
 - i. **Entering Offices:** Town offices shall not be entered unless accompanied by a Town employee;
 - j. **Wear /Tear/Noise:** Running and jumping in the facilities is prohibited; during office hours, noise levels shall be kept down;
 - k. **Parking:** Parking shall be in designated areas only. If more parking is required, then Renter shall make private arrangements with other landowners. Parking on lawns is prohibited; and

1. **Facility Status at End of Day/Term:** Facility shall be locked, fire doors shut; heat turned down, and lights shut off at the end of the Rental term. Should the Rental term extend over more than one day, Renter shall complete the aforementioned tasks before leaving the facility for the day.
4. **OCCUPANCY.** For permitted occupancy at each facility, see Town Clerk or Town Administrator.
5. **OBLIGATIONS OF RENTERS:** Renters shall complete a Facility Use Application prior to signing the Rental Agreement. Renters shall not expand use beyond what is stated in the Application. Renters must return the facilities in a neat, orderly and clean condition after their use. Renters will be responsible for, and liable to, the Town for all repairs to the facilities required as a result of damage caused by users.
6. **INSURANCE:** Renters shall be required to provide proof of liability insurance prior to renting the facility.
7. **FACILITY RENTAL AGREEMENT.** Social service and community service groups, individuals, businesses, and non-profit groups wishing to use the facilities shall be required to execute a Facility Rental Agreement for each event.
8. **WAIVER OF FEES:** On a case-by-case basis the Selectboard may decide to waive fees for social service, community groups, and non-profit groups.

I have read and agree to the terms of the Town of Underhill Facility Rental Policy

Renter

Date

BUILDING RENTAL QUESTIONNAIRE

1. What is your proposed function?
2. Who will be responsible for securing insurance, signing the rental agreement, and for any damages caused during the function?
3. What is the date?
4. Will there be alcohol at the function?
☐ Yes
☐ No
5. How many attendees?
6. How many hours for set-up for your function will be required?
7. How many hours for the function?
8. How many hours for clean-up?

Submitted By: _____

Date

Received By: _____

Date

**SPECIFIC EVENT FACILITY RENTAL AGREEMENT
TOWN of UNDERHILL, VERMONT**

This Rental Agreement, dated _____, 20__ by and between the Town of Underhill, VT ("the Town"), and _____, ("the Renter"). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The Town rents to Renter the _____ in Underhill, Vermont (the Facility) for the Event described below.
2. EVENT. Renter will use the Facility for the following Event:

3. DATE and TERM. The date of the Event will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.).
4. RENT AND SECURITY DEPOSIT. Renter will pay the Town a rental fee of \$ _____ at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$ _____ at the signing of this Rental Agreement.
5. OBLIGATIONS OF RENTER. Renter shall agree to the terms of, and sign the Town of Underhill Facility Use Policy as part of this Rental Agreement. At the end of the rental term, Renter will return the Facility in a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by Renter and Renter's guests. Should Renter fail to return the facility cleaned by the end of the rental term, including bathrooms and kitchen if applicable, the Town shall retain \$ 100.00 of the security deposit to pay for cleaning.
6. OCCUPANCY. Occupancy of the Facility will be limited to _____ persons.
7. SMOKING. Smoking is prohibited in the Facility.
8. REPAIRS: The Renter has no right to repair damage incurred to the facility during the Event. Repairs, if necessary shall be completed by the Town and Renter shall pay any costs incurred.
9. RETURN OF SECURITY DEPOSIT. Within one day following the Event, the Town will inspect the Facility. If Renter and guests have not caused any damage to the

Facility and the facility is clean, the Town will return the security deposit to Renter by first class mail within seven days. If Renter and guests *have* caused damage to the Facility, Town may retain all or a portion of the security deposit. If the Town retains any of the security deposit, it will give written notice to Renter specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.

10. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Underhill is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance 15 days prior to the Event. Renter will not receive a key to the facility until an insurance certificate is received by the Town.
11. ALCOHOL. If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following **additional** terms:
 - A. If Renter will furnish, serve, or allow to be served alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of Underhill is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of such insurance 15 days prior to the Event. This clause is meant to include the liquor liability insurance requirement for "BYOB" functions.
 - B. If Renter contracts with a caterer or other third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of 1,00,000 per occurrence and \$1,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance 15 days prior to the Event. Renter shall also submit a completed Caterer's Permit to the Town 30 days before the Event. Renter will not receive a key to the facility until an insurance certificate is received by the Town.
 - C. Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them with alcohol.
 - D. Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

12. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees.
13. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.
14. CANCELLATION. The rental fee will not be refunded if notice is received less than 10 days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded if the Facility is not used. In the event of a power outage or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.
15. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.
16. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of Underhill Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at _____, Vermont this ____ day of _____, 20__.

TOWN OF UNDERHILL

RENTER

By _____
(Duly authorized Agent)

Address: _____

Telephone: _____

T.U.L.I.P.

Tenant User Liability Insurance Policy

Municipality: _____

You will need to provide proof of insurance for your event or activity if you would like to use or rent a municipal facility. If you cannot provide proof of insurance, you may purchase it from Entertainment Brokers International through a program offered by the Vermont League of Cities and Towns. Just follow the directions on the other side of this card.



QUESTIONS?

FOR MORE INFORMATION CALL
VLCT AT 1-800-649-7915.

HOW TO PURCHASE YOUR TULIP

Please have your credit card ready and go to www.ebi-ins.com/tulip. Then follow these three easy steps:

Step 1: Select Your Facility
Select from drop-down menu:

Facility: Vermont League of Cities and Towns, Property and Casualty Intermunicipal Fund, Inc., Tenant Users of.

Facility Code:

Location: Choose municipality in which event is to be held.

Step 2: Qualify Your Event or Activity

Select from drop-down menu. Click next.

Step 3: Get Your Quote

Answer some basic questions and enter your contact and billing information.

QUESTIONS ABOUT THIS WEB SITE OR COVERAGE ELIGIBILITY?

EMAIL: TULIP@EBI-INS.COM OR CALL 1-800-507-8414

Facility Code:

0406-299